

DATE OF LEASE

LEASE NO.

LWY14404

THIS LEASE, made and entered into this date by and between YELLOWSTONE REGIONAL AIRPORT

Whose address is 3001 DUGGLEBY DR
CODY, WYOMING 82414-2748

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 1,102 rentable square feet (RSF) of office and related space, which yields 1,102 ANSI/BOMA Office Area square feet (USF) of space at the Yellowstone Regional Airport, 2101 Rodger Sedam Drive, Cody, Wyoming 82414-2748 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 1, 2010 and continuing through September 30, 2020, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$45,340.32 at the rate of \$3,778.36 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

YELLOWSTONE REGIONAL AIRPORT
3001 DUGGLEBY DR
CODY, WYOMING 82414-2748

4. The Government may terminate this lease in whole or in part at any time on or after September 31, 2015 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

YELLOWSTONE REGIONAL AIRPORT, BOB HOOPER

Manager

(Title)

Manager, Office Admin.

Contracting Officer, General Services Administration
(Official Title)

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9WY2040 dated September 1, 2009.
 - B. Build out in accordance with standards set forth in SFO 9WY2040 dated September 1, 2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9WY2040 dated September 1, 2009.
 - B. GSA Form 3517A entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$60,777.59 shall be amortized through the rent for 5 years at the rate of 7.5%.

8. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5,565.00 per annum.

9. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0 (1,102 RSF/1,102 USF).

10. In accordance with the SFO paragraph entitled *Real estate Tax*, the annual tax base is established as \$0.00 per annum.

11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$22,040 annually for vacant space (rental reduction).

12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

13. The following are attached and made a part hereof:
 - A. Sandard Form 2, pages 1-2;
 - B. Solicitation for Offers 9WY2040 dated September 1, 2009, 37 pages;
 - C. Special (Program of) Requirements, [REDACTED], Office of Real Estate Services, Field Locations Program of Requirements (POR), July 2005, Section III: Design Guidelines, Pages 35-124;
 - D. Special (Program of) Requirements, [REDACTED], Office of Real Estate Services, Section III - C: Security Requirements Guidelines, July 1, 2009, pages 1-19;
 - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 6 pages;
 - F. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 4 pages;
 - G. Floor Plan, 2 pages;

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

BN

(Initial)

BY

CLM

(Initial)